



Waiver of Right to Jury Trial & Agreement to Arbitrate

This Agreement requires that you submit any legal claims or disputes to an Arbitrator rather than to a judge or jury. Please read it carefully and consult with an attorney. Your application will be considered but only if this Agreement is signed. The Company's consideration of your application is not a promise or guarantee that you will be offered employment.

As used in this Agreement, "Company" refers to Southern Foods Group, L.P. dba Meadow Gold. In order to avoid the delay and expense of the court system and other good and valuable consideration, I agree to use binding arbitration as the final and exclusive means for resolving any legal claims or controversies, now or in the future, between me and the Company, any parent or subsidiary of or any entity affiliated with the Company, including, but not limited to, Dean Foods Company, and its officers directors, managers, employees, or agents, as provided by the Federal Arbitration Act ("FAA") or applicable state law, if the FAA does not apply. I understand and acknowledge the Company also promises to arbitrate any claims the Company may have against me if I sign this Agreement. I understand by signing this Agreement that I agree to use arbitration as the exclusive means for resolving any claims that could be decided by a court of competent jurisdiction if such a claim is related in any way to my dealings with the Company, consideration for employment, employment, or termination of employment, including, but not limited to, breach of contract (express or implied), acts of illegal harassment, discrimination, retaliation, unlawful termination, defamation, infliction of emotional distress, misrepresentation, assault, or battery. However, this Agreement does not require arbitration of claims arising under a collective bargaining agreement, workers' compensation claims (other than retaliation or wrongful discharge claims), and claims for unemployment insurance. This Agreement does not prevent the filing of charges with administrative agencies such as the Equal Employment Opportunity Commission or the National Labor Relations Board or equivalent state agencies. This Agreement also does not prevent me from participating in any investigation or proceeding conducted by such an agency. If, however, one of these agencies issues a right-to-sue notice, binding arbitration will be the sole procedure for me to pursue my legal remedies. Claims covered by this Agreement will be pursued by me in an individual claimant proceeding and not as part of representative, collective or class action. This Agreement cannot be revoked or modified except by a written agreement of both parties. Nothing in this Agreement shall be construed to create a contract for a definite term of employment, express or implied, or to alter any at will employment relationship that would otherwise be applicable to me. I agree if any portion of this Agreement is found to be unenforceable that the remainder of the Agreement, including the waiver of a right to a jury trial, shall remain in full force and effect.

To initiate Arbitration, the complaining party will send a written demand to the opposing party explaining the basis for the claim and the relief sought under a heading "Demand for Arbitration." For the Company, the Demand for Arbitration shall be sent to the registered agent for the Company in the state where I am employed or the Office of General Counsel, Dean Foods Company, 2515 McKinney, Suite 1200, Dallas, Texas 75201. The Company and I agree to select arbitrators who are licensed to practice law in the state where the claim arises through mutual agreement or if no agreement can be reached from a panel of seven arbitrators provided by the Federal Mediation and Conciliation Service [Office of Arbitration Services, 2100 K Street, NW, Washington, D.C. 20427, (202) 606-5111]. If the Company and I cannot jointly agree on an arbitrator, then we agree to strike from the FMCS list an arbitrator, in alternating turns, with the party demanding arbitration making the first strike, until an arbitrator is selected. I further understand that the Company and I agree this Agreement does not limit the potential remedies or defenses available to either party. However, the arbitrator shall only have the power to award remedies and damages, including attorneys' fees, which could be awarded by a judge or jury in a court of law under similar circumstances. I agree that the Arbitrator will apply the Federal Rules of Evidence in conducting the arbitration and will provide a concise written award following the arbitration upon the demand of either party. Upon the motion of either party the Arbitrator shall dismiss any claim that would be subject to dismissal under the federal summary judgment standard for that claim, including, but not limited to, any claim not filed timely and/or any party not having exhausted administrative remedies

The Company and I agree to waive the right to a trial by jury and to use binding arbitration as the exclusive means for resolving disputes covered by this Agreement. I understand the Company will pay the arbitration fees and expenses, less any amount which I would otherwise have to pay to file a lawsuit in a United States district court or state court, whichever is less. **My signature below indicates that I voluntarily enter into this agreement knowing that I am waiving my right to a jury trial.**

For The Company

Applicant Signature

Date

Title: _____

Date